

SECTION 10.0  
APPENDIX

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  - Work Sheet
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- A3. Sizing Water Service Lines and Meters
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- A6. City of Asheville Engineering Department Application for Approval of Engineering Plans and Specifications for Water Supply Systems
- A7. Owner's Certificate of Completion
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Stormwater

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Proprietor

B6. Sample Stormwater Line Easement

## APPENDIX A1

### WATER SUBMITTAL CHECKLIST

1. Drawing Size 24" X 36"
2. Scale of not less than 1" = 50'
3. Multiple Plan Sheets
4. Location map of not less than 1" = 2000'
5. Name of project and address and telephone number of the developer and engineer.
6. North arrow, legend dates, revision dates and seal of registered professional engineer licensed in North Carolina
7. Parcel Identification Number (PIN Numbers) of property being developed and project name.
8. All adjacent properties (PIN Numbers) and names of adjacent property owners and roads.
9. Perimeter property line bearings and distances with control corners indicated.
10. All lot numbers and proposed property lines with bearings and distances.
11. Roadway and right-of-way widths and locations.
12. All existing utilities on or adjacent to project site.
13. All proposed utilities.
14. All existing and proposed easements with bearings and distances.
15. All new waterline valves, hydrants, services, meters, and appurtenances.
16. Profiles of water lines or finished grade contour intervals no greater than five foot referenced to NC Geodetic Survey Datum.

17. Note to the effect that installations shall be in accordance with the City of Asheville and the Regional Water Authority of Asheville, Buncombe and Henderson current Design Guidelines under the inspection of the City of Asheville and by a North Carolina licensed utility contractor.

## APPENDIX A2

### AVERAGE DAILY WATER DEMANDS

#### ESTIMATED WATER USAGE:

TYPE	ESTIMATED WATER USAGE
Residential:	400 gpd per house
Multi-Dweling Residential gpd per unit	One Bedroom - 200
unit	Two Bedroom - 300 gpd per
unit	Three Bedroom - 400 gpd per
Mobiles Homes:	250 gpd per unit
Bowling Alley:	100 gpd per lane
Barber Shop:	100 gpd per chair
Beauty Shop:	125 gpd per chair
Dentist Office:	750 gpd per chair
Drug Store	500 gpd
With Fountain Service	add 1,200 TO 1,500gpd
Serving Meals	Add 50 gpd per seat
Industrial Plant	30 gpd per employee
Launderette	1,000 gpd per unit
Meat Market	5 gpd per 100 sq. ft.
floor area	
Motel or Hotel	125 gpd per room
Office Building	12 gpd per 100 sq. ft.
floor area	
	or 25 gallons per employee
Physician's Office	200 gpd per examining
room	
Retirement Home/Nursing Home	100 gpd per
patient/employee	
Restaurant	20-50-120 gpd per seat
Drive-In	20 gpd per car space
Service Station	1,000 gpd per pump
island	
Theater	3 gpd per seat
Drive-in	3 gpd per car space
*Not including process water	
Boarding School, Elementary	75 gpd per person

Boarding Schools, Senior	100 gpd per person
Churches	3 gpd per person
Clubs, County	25 gpd per person
Clubs, Civic	3 gpd per person

ADWD continued -

College, Day Students	25 gpd per person
College, Junior	100 gpd per person
College, Senior	100 gpd per person\
Elementary Schools	16 gpd per person
Junior and High Schools	25 gpd per person
Nursing Homes	100 gpd per person
Prisons	60 gpd per person
Rooming Houses	100 gpd per person
Summer Camps	60 gpd per person

# APPENDIX A3

## SIZING WATER SERVICE LINES AND METERS

### Plumbing Fixture Value

Fixture Type		
Fixture Value		Based on 35 psi at Meter Outlet
Bathtub.....		
.....	8	
Bedpan		
washers.....		
.....	10	
Combination sink and		
tray.....		
.....	3	
Dental		
unit.....		
.....	1	
Dental		
lavatory.....		
.....	2	
Drinking fountain		
(cooler).....		
.....	1	
Drinking fountain		
(public).....		
.....	2	
Kitchen sink: 1/2-in.		
connection.....		
.....	3	
3/4-in.		
connection.....		
.....	7	
Lavatory: 3/8-in.		
connection.....		
.....	2	
1/2-in.		
connection.....		
.....	4	

Laundry try: 1/2-in.	
connection.....	
.....	3
3/4-in.	
connection.....	
.....	7
Shower head (shower	
only).....	
.....	4
Service sink: 1/2-in.	
connection.....	
.....	3
3/4-in.	
connection.....	
.....	7
Urinal: Pedestal flush	
valve.....	
.....	35
Wall or	
stall.....	
.....	12
Trough (2-ft.	
unit).....	
.....	2
Wash sink (each set of	
faucets).....	
.....	4
Water closet: Flush	
valve.....	
.....	35
Tank	
type.....	
.....	3
Dishwasher: 1/2-in.	
connection.....	
.....	4
3/4-in.	
connection.....	
.....	12
1-in.	
connection.....	
.....	25
Hose connections (wash down: 1/2-	
in.....	6
3/4-	
in.....	
.....	10



Hose (50-ft length-wash down): 1/2-

in.....	6
5/8	
in.....	
.....	9
3/4	
in.....	
.....	12

APPENDIX A4

**ENGINEERING DEPARTMENT  
PROJECT SUBMITTAL DATA SHEET  
PROJECT DEVELOPMENT WATER**

**Project No.** \_\_\_\_\_  
**Grid No.** \_\_\_\_\_

(For Official Use Only)

Project Name: \_\_\_\_\_  
Project Location: \_\_\_\_\_ S.R. No.: \_\_\_\_\_ Road Name: \_\_\_\_\_  
S.R. No.: \_\_\_\_\_ Road Name: \_\_\_\_\_  
S.R. No.: \_\_\_\_\_ Road Name: \_\_\_\_\_  
PARCEL IDENTIFICATION NUMBER (PIN) \_\_\_\_\_  
Owner \_\_\_\_\_ Engineer \_\_\_\_\_

Firm: \_\_\_\_\_ Firm: \_\_\_\_\_  
Contact: \_\_\_\_\_ Engineer: \_\_\_\_\_  
N.C. License No. \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: ( ) \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

**Water Data**

A.B.W.A. Approval (GPM) \_\_\_\_\_  
Peak Domestic Demand (GPM) \_\_\_\_\_  
Fire Protection (GPM) \_\_\_\_\_  
Pipe Sizes: \_\_\_\_\_  
Pipe Types: \_\_\_\_\_  
Lineal Ft.: \_\_\_\_\_  
Gate Valves (Qty./Sizes) \_\_\_\_\_  
Air Relief Valves (Qty/Sizes) \_\_\_\_\_  
Blow-Off Valves (Qty/Sizes) \_\_\_\_\_  
Domestic Meters (Qty/Sizes) \_\_\_\_\_  
Fire Line Pits (Qty/Sizes) \_\_\_\_\_  
Fire Hydrant (Qty) \_\_\_\_\_  
Pump Station Mfg. \_\_\_\_\_  
Pump Size \_\_\_\_\_ Elev. \_\_\_\_\_ (MSL)  
Pump Type \_\_\_\_\_  
Pump Capacity \_\_\_\_\_ (GPM) @ \_\_\_\_\_ (PSI)  
Reservoir Capacity \_\_\_\_\_  
Reservoir Type \_\_\_\_\_  
Reservoir Elev. (MSL) \_\_\_\_\_  
Pressure Reduction Valve Size \_\_\_\_\_  
Type \_\_\_\_\_  
Mtg. \_\_\_\_\_  
(PSI) From \_\_\_\_\_ To \_\_\_\_\_

Engineer's Water Cost Estimate: \$ \_\_\_\_\_  
of System to be City maintained: \$ \_\_\_\_\_

ALL PLAN SUBMITTAL REQUIREMENTS HAVE BEEN MET: \_\_\_\_\_

Signature  
N.C. Licensed Engineer

APPENDIX A5

**ENGINEERING DEPARTMENT SUBMITTAL  
POTABLE WATER DISTRIBUTION DATA SHEETS**

I. Provisions must be made with respect to line sizing and easements to adjoining undeveloped properties and previously developed properties. If not, give narrative reason as to why the proposed system extension should be publicly maintained:

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II. Water Distribution System checklist:

\_\_\_\_\_ The proposed water system extension is to be dedicated to the \_\_\_\_\_ City of Asheville.

\_\_\_\_\_ The proposed water system is to be a privately owned system with \_\_\_\_\_ a master meter - (State approval of private system plans must be obtained

through the Engineering Department). Water lines and appurtenances

installed beyond a City of Asheville's master meter must comply with the

current Regional Water Authority of Asheville, Buncombe and Henderson

Standards.

\_\_\_\_\_ Maximum hydrant spacing does not exceed required spacing.

\_\_\_\_\_ Maximum, in-line valve spacing does not exceed required spacing.

\_\_\_\_\_ Two valves are provided at each tee.

\_\_\_\_\_ Three valves are provided at each cross.

\_\_\_\_\_ All lines meet requirements with respect to size, area served \_\_\_\_\_ and loops.

\_\_\_\_\_ All proposed water lines are to be looped where possible.

\_\_\_\_\_ All crossings with sewer lines meet State requirements of \_\_\_\_\_ separation and materials.

\_\_\_\_\_ All utilities (existing and proposed) are separated by ten feet from \_\_\_\_\_ the proposed extension or five feet within existing public rights-of-way where existing utilities are located.

\_\_\_\_\_ Fire hydrants, flushing hydrants or blow-offs are provided at all \_\_\_\_\_ dead-end mains and low points of the proposed water system \_\_\_\_\_ extension.

\_\_\_\_\_ air release valves are provided at all high points of the proposed \_\_\_\_\_ water system extension.

\_\_\_\_\_ All tees, bends, plugs and fire hydrants have been provided with \_\_\_\_\_ thrust blocks, tie rods, restrained joint pipe or a combination of the \_\_\_\_\_ foregoing as required by the City of Asheville's Specifications and Details.

\_\_\_\_\_ Twenty foot easements, centered on extensions, shall be dedicated \_\_\_\_\_ to the City of Asheville or the extensions are located at least ten \_\_\_\_\_ feet within the right-of-way of a publicly maintained highway.

\_\_\_\_\_ The designed system provides at least 40 psi at all points in the \_\_\_\_\_ proposed extension.

\_\_\_\_\_ Pump stations and reservoirs are sized for the entire potential \_\_\_\_\_ service area and will be dedicated to the City of Asheville.

### III. Water Distribution Data Table

Attach a sketch map of the proposed water distribution system indicating the point location used for your hydraulic calculations as shown in the following table. The hydraulic gradient and flow data for the point of connection has been provided by the City of Asheville.

Formula	Used: _____	" C"	Factor
Used: _____			

Note: Q2 = 500 GPM for single family residential required.

IV. The design Engineer, licensed in North Carolina, shall inspect the construction, furnish as-built mylar reproducible tracings to the City of Asheville along with a certification that the extension was built in strict accordance with the City of Asheville's Specifications and requirements.

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SEAL AND SIGNATURE

DATE

APPENDIX A7

OWNER'S  
CERTIFICATE OF COMPLETION

TO: City of Asheville, Engineering Department

FROM:

DATE:

RE: certification of completion

Name of Development: \_\_\_\_\_

Project No.

\_\_\_\_\_  
I, the undersigned, hereby certify:

1. That I am the owner/or authorized representative of  
the above referenced project.

2. That I hereby convey ownership of all water lines to  
the city of Asheville as called for on the "as-  
built" drawings prepared by

\_\_\_\_\_  
(Name of Consulting Engineer)

3. The owner shall further warrant to the City that all  
fees and liens have been paid by the owner such  
that there is not outstanding indebtedness  
remaining and hold the City harmless in each  
instance.

4. That I hereby convey all necessary easements for the  
water line as recorded in the Buncombe county Register of  
Deeds and described in Deed Book \_\_\_\_\_Page

\_\_\_\_\_.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

APPENDIX A8

CONTRACTOR'S  
CERTIFICATE OF COMPLETION

TO: City of Asheville, Engineering Department

FROM:

DATE:

RE: Certification of completion

Name of Development: \_\_\_\_\_

Project No.

\_\_\_\_\_  
I, the undersigned, hereby certify:

1. We are Licensed Utility Contractors in the State of North Carolina
2. That the water improvements to the above referenced development have been installed in accordance with the specifications and requirements of the Asheville-Buncombe Water Authority " Design Guidelines" .
3. That we guarantee the materials and installation of the water lines including all appurtenances and the restoration of any disturbed areas for a period of one (1) year and shall make repairs deemed necessary by the City. The one year period shall begin this date and end \_\_\_\_\_.
4. That we will reimburse the Asheville-Buncombe Water Authority the cost of any repairs it deems necessary to make its own forces including the cost of materials, labor, and equipment

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

CORPORATION/COMPANY

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LICENSE NO.

APPENDIX A9

**ENGINEER'S  
CERTIFICATE OF COMPLETION**

**TO:** City of Asheville, Engineering Department

**FROM:**

**DATE:**

**RE:** Certification of completion

**Name of Development:**\_\_\_\_\_

**Project No.**

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**I, the undersigned, hereby certify:**

1. That the water improvements to the above referenced development have been installed as shown on the attached " as-built" reproducible drawing.
2. That the water improvements to the above referenced development have been installed in accordance with the specifications and requirements of the Asheville Standard Specifications and Details manual and the Regional Water Authority of Asheville, Buncombe and Henderson " Design Guidelines" .
3. That all necessary easements for the water improvements have been recorded in the Buncombe County Register of Deeds and are shown on the attached plot and deed easement
4. That the water improvements have been installed in accordance with the " Potable Water Distribution Data Sheet" .



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SIGNATURE OF PROFESSIONAL ENGINEER DATE

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FIRM

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LICENSE NO.

Note: This form is a SAMPLE only.  
All instruments must be in a form  
satisfactory to the City Attorney.

APPENDIX A10

AFTER EASEMENT HAS BEEN RECORDED PLEASE SEND ORIGINAL

TO: City of Asheville  
Engineering Department  
P.O. Box 7184  
Asheville, NC 28802

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE  
EASEMENT

WATER LINE

THIS WATER LINE EASEMENT, made and entered into this the  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and  
between \_\_\_\_\_  
sole proprietor, hereinafter referred to as Grantor, and the  
CITY OF ASHEVILLE, hereinafter referred to as the Grantee.

W I T N E S S E T H :

THAT, WHEREAS, Grantee desires to construct and maintain water  
lines, said water lines to cross the land of the Grantor; and

WHEREAS, Grantee desires a perpetual right of way for  
ingress, egress, and regress to said water lines for the  
purpose of constructing, laying, replacing, enlarging and  
continuing general maintenance of water lines; and

WHEREAS, the Grantor shall have the continuing right to  
cultivate and use that property subject to the Water Line  
Easement, provided that said use in no way interferes with the  
ability of said water lines to conduct water nor with the right  
of the Grantee, its successors and assigns to construct and  
maintain said water lines as set forth above.

NOW, THEREFORE, in consideration of the sum of Ten and  
No/100 Dollars (\$10.00) and/or other valuable considerations,

the Grantor has and by these presents does grant, bargain, sell and convey unto the Grantee, its successors and assigns and water line rights of way being located in Buncombe

**SAMPLE**

County, North Carolina, said water line rights of way being more particularly described as follows:

As shown on the as-built for  
\_\_\_\_\_ on file in the City of  
Asheville, Engineering Department.

TO HAVE AND TO HOLD the aforesaid water Rhine rights of way and all privileges and appurtenances thereto belonging to the Grantee. And the Grantor convenience to the Grantee, that grantor is seized of the premises in fee simple, has the right to convey the aforesaid Water Line Easements, that the title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated.

IN WITNESS WHEREOF, the Grantor has hereunto caused this Water Line Easement to be duly executed by  
\_\_\_\_\_,  
sole proprietor, who has signed and sealed the same, this the day and year first written above.

BY: \_\_\_\_\_ OWNER

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

I, a Notary Public of the State and County aforesaid, do certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is sole proprietor of \_\_\_\_\_, and that he/she executed the foregoing instrument.

Witness my hand and notarial seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(SEAL)

APPENDIX B1

OWNER'S  
CERTIFICATE OF COMPLETION

TO: City of Asheville, Engineering Department

FROM:

DATE:

RE: certification of Completion

Name of Development: \_\_\_\_\_

Project No.

I, the undersigned, hereby certify:

1. That I am the owner/or authorized representative of the above referenced project.

2. That all fees and liens have been paid by the owner such that there is not outstanding indebtedness remaining and that I indemnify and hold harmless the City, its officers and employees from and against any and all liability for payment for all fees, liens and other indebtedness.

3. I hereby certify that any clearing, grading, construction or development, Or all of these, will be done pursuant to this plan and that the applicable stormwater management conditions and requirements of the City of Asheville, the State of North Carolina and the United States of America and its agencies are hereby made part of these Plans.

This the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

OR  
Attest to:

NAME OF CORPORATION

\_\_\_\_\_  
Secretary  
(Corporate Seal)

By: \_\_\_\_\_  
President

OR

NAME OF PARTNERSHIP

By: \_\_\_\_\_  
General Partner

APPENDIX B2

CONTRACTOR'S  
CERTIFICATE OF COMPLETION

TO: City of Asheville, Engineering Department

FROM:

DATE:

RE: Certification of Completion

Name of Development: \_\_\_\_\_  
Project No. \_\_\_\_\_

I, the undersigned, hereby certify:

1. I am a Licensed Contractors in the State of North Carolina
2. That the stormwater improvements to the above referenced development have been installed in accordance with the specifications and requirements of the City of Asheville Standard Specification and Details Manual.
3. That I guarantee the materials and installation of the stormwater lines including all appurtenances and the restoration of any disturbed areas for a period of one (1) year and shall make repairs deemed necessary by the City. (Attach copy of Performance Bond or if no Performance Bond was required by the Contractor, attachment a statement to that effect.) The one year period shall begin this date and end on \_\_\_\_\_.
4. That we will reimburse the City of Asheville the cost of any repairs it deems necessary to make its own forces including the cost of materials, labor, and equipment to insure compliance with the local, State and Federal laws and regulations.

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NAME

DATE

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TITLE  
CORPORATION/COMPANY

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LICENSE NO.



APPENDIX B3

ENGINEER'S  
CERTIFICATE OF COMPLETION

TO: City of Asheville, Engineering Department

FROM:

DATE:

RE: Certification of completion

Name of Development: \_\_\_\_\_

Project No.

I, the undersigned, hereby certify:

1. That the stormwater improvements to the above referenced development have been installed as shown on the attached "as-built" reproducible drawing.
2. That the stormwater improvements to the above referenced development have been installed in accordance with the specifications and requirements of the Asheville Standard Specifications and Details Manual.
3. That all necessary easements for the stormwater improvements have been recorded in the Buncombe County Register of Deeds and are shown on the attached plot and deed easement

\_\_\_\_\_  
SIGNATURE OF PROFESSIONAL ENGINEER DATE

\_\_\_\_\_  
FIRM

\_\_\_\_\_  
LICENSE NO.

## APPENDIX B4

AFTER ORIGINAL IS RECORDED RETURN TO:  
CITY OF ASHEVILLE, ENGINEERING  
STORMWATER DIVISION  
POST OFFICE BOX 7148  
ASHEVILLE, NC 28802

## INSPECTION AND MAINTENANCE AGREEMENT

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

# STORMWATER FACILITIES FOR

THIS INSPECTION AND MAINTENANCE AGREEMENT is given to the City of Asheville this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by duly authorized personnel of \_\_\_\_\_.

WHEREAS, \_\_\_\_\_, a \_\_\_\_\_ corporation, doing business in North Carolina (hereinafter "\_\_\_\_\_") is the present fee simple Owner of a tract of real property in the City of Asheville (hereinafter "City"), County of Buncombe, State of North Carolina, identified on the Buncombe County tax maps as PIN Number \_\_\_\_\_, and recorded in the Buncombe County Register of Deed's Office in Deed Book \_\_\_\_\_ at Page; and

WHEREAS, 15A-22 of the City's stormwater ordinance, requires an Inspection and Maintenance Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, \_\_\_\_\_ hereby warrants to the City the following:

1. DESCRIPTION OF FACILITY:

[illegible]

2. **OPERATION AND MAINTENANCE:** An underground facility is designed to be very low in maintenance in comparison to traditional above ground detention ponds but at least once a year the Owner shall cause a visual inspection to be made of the Facility. For the above ground detention ponds , at least once a year, the Owner shall cause a visual

inspection to be made of the Facility. Observations shall include, but not be limited to, the following:

- a. \_\_\_\_\_.
- b. \_\_\_\_\_.
- c. \_\_\_\_\_.
- d. \_\_\_\_\_.

The results of the visual inspection shall be reduced to writing. The Owner shall cause a copy of the inspection report to be mailed to the City Engineer by certified mail, return receipt requested, at the following address:

City of Asheville Engineering Department  
Attention: City Engineer  
Post Office Box 7148  
Asheville, North Carolina 28802

If the inspection(s) reveal repairs are needed for the Facility, the Owner shall cause such repairs to be made within 30 days after the inspection or within such lesser period of time if circumstances warrant such.

3. ACCESS: The Owner hereby gives to the City permission to access the Facility at reasonable times for inspection by the City and/or its agents or representatives. The Owner shall give the City at least 180 days prior written notice before withdrawing such permission.

4. REPAIR, REPLACEMENT OR MAINTENANCE: If an order directing the correction, repair, replacement or maintenance of the Facility or of any portion thereof is not satisfactorily complied with by the Owner within the time period specified in the notice, the City may, after notice to the Owner, enter the land and perform all necessary work to place the Facility in proper working condition, and may assess the Owner(s) of the subject property with the cost of said work which cost shall be a lien on such property and may be collected as provided in N. C. Gen. Stat. sec. 160A-193. Notice shall be provided five (5) calendar days prior to entry and performance of necessary work by the City. Notice shall be in writing and shall be delivered to the Owner by hand delivery; certified mail, return receipt requested; or by any other means allowed by Rule 4 of the North Carolina Rules of Civil Procedure. The Owners of all property served by the Facility shall be jointly and severally responsible to the City for the maintenance of the Facility and liable for any costs incurred by the City pursuant to this agreement, and all such properties are jointly and severally subject to the imposition of liens for such costs.

5. RECORDATION: The Owner shall cause a check to be issued to the Buncombe County Register of Deeds Office and given to the City Engineer so that this Inspections and Maintenance Agreement can be recorded in the Buncombe County Register of Deeds Office.

6. BINDING AGREEMENT: The agreement set forth herein shall run with the land and shall be binding upon the Owners, their successors and assigns and all other persons whomsoever claiming under or through the current Owners.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Attest to:

NAME OF CORPORATION

\_\_\_\_\_  
Secretary  
(Corporate Seal)

By: \_\_\_\_\_  
President

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, Notary Public of the County and State aforesaid certify that \_\_\_\_\_, personally came before me this day and acknowledged that he is the Secretary of \_\_\_\_\_, a \_\_\_\_\_ corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its President and attested by \_\_\_\_\_self as its Secretary.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_.

Notary Public  
My Commission Expires: \_\_\_\_\_

Approved:

CITY OF ASHEVILLE

By: \_\_\_\_\_  
Cathy D. Ball, P. E.  
City Engineer

## APPENDIX B5

AFTER ORIGINAL IS RECORDED RETURN TO:  
CITY OF ASHEVILLE, ENGINEERING  
STORMWATER DIVISION  
POST OFFICE BOX 7148  
ASHEVILLE, NC 28802

## INSPECTION AND MAINTENANCE AGREEMENT

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

## STORMWATER FACILITIES FOR

THIS INSPECTION AND MAINTENANCE AGREEMENT is given to the City of Asheville this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by duly authorized personnel of \_\_\_\_\_.

WHEREAS, \_\_\_\_\_, the sole proprietor, (hereinafter referred to as Owner) is the present fee simple Owner of a tract of real property in the City of Asheville (hereinafter "City"), County of Buncombe, State of North Carolina, identified on the Buncombe County tax maps as PIN Number \_\_\_\_\_, and recorded in the Buncombe County Register of Deed's Office in Deed Book \_\_\_\_\_ at Page; and

WHEREAS, 15A-22 of the City's stormwater ordinance, requires an Inspection and Maintenance Agreement.

NOW, THEREFORE, for valuable consideration, the sufficiency of which is hereby acknowledged, \_\_\_\_\_ hereby warrants to the City the following:

1. DESCRIPTION OF FACILITY:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

2. OPERATION AND MAINTENANCE: An underground facility is designed to be very low in maintenance in comparison to traditional above ground detention ponds but at least once a year the Owner shall cause a visual inspection to be made of the Facility. For the above ground detention ponds , at least once a year, the Owner shall cause a visual inspection to be made of the Facility. Observations shall include, but not be limited to, the following:

- a. \_\_\_\_\_.
- b. \_\_\_\_\_.
- c. \_\_\_\_\_.
- d. \_\_\_\_\_.

The results of the visual inspection shall be reduced to writing. The Owner shall cause a copy of the inspection report to be mailed to the City Engineer by certified mail, returned receipt requested, at the following address:

City of Asheville Engineering Department  
Attention: City Engineer  
Post Office Box 7148  
Asheville, North Carolina 28802

If the inspection(s) reveal repairs are needed for the Facility, the Owner shall cause such repairs to be made within 30 days after the inspection or within such lesser period of time if circumstances warrant such.

3. ACCESS: The Owner hereby gives to the City permission to access the Facility at reasonable times for inspection by the City and/or its agents or representatives. The Owner shall give the City at least 180 days prior written notice before withdrawing such permission.

4. REPAIR, REPLACEMENT OR MAINTENANCE: If an order directing the correction, repair, replacement or maintenance of the Facility or of any portion thereof is not satisfactorily complied with by the Owner within the time period specified in the notice, the City may, after notice to the Owner, enter the land and perform all necessary work to place the Facility in proper working condition, and may assess the Owner(s) of the subject property with the cost of said work which cost shall be a lien on such property and may be collected as provided in N. C. Gen. Stat. sec. 160A-193. Notice shall be provided five (5) calendar days prior to entry and performance of necessary work by the City. Notice shall be in writing and shall be delivered to the Owner by hand delivery; certified mail, return receipt requested; or by any other means allowed by Rule 4 of the North Carolina Rules of Civil Procedure. The Owners of all property served by the Facility shall be jointly and severally responsible to the City for the maintenance of the Facility and liable for any costs incurred by the City pursuant to this agreement, and all such properties are jointly and severally subject to the imposition of liens for such costs.

5. RECORDATION: The Owner shall cause a check to be issued to the Buncombe County Register of Deeds Office and given to the City Engineer so that this Inspections and Maintenance Agreement can be recorded in the Buncombe County Register of Deeds Office.

6. BINDING AGREEMENT: The agreement set forth herein shall run with the land and shall be binding upon the Owners, their successors and assigns and all other persons whomsoever claiming under or through the current Owners.

IN WITNESS WHEREOF, the Owner has set his/her hand and seal on the day and year first above written.

By: \_\_\_\_\_  
Owner

North Carolina

\_\_\_\_\_ COUNTY

I, \_\_\_\_\_ a Notary Public for said County and State,  
do hereby certify that

\_\_\_\_\_, personally appeared before me this day and  
acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(Official Seal) \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_, 19 \_\_\_\_

Approved:

CITY OF ASHEVILLE

By: \_\_\_\_\_  
Cathy D. Ball, P. E.  
City Engineer

APPENDIX B6

STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE

STORMWATER LINE EASEMENT

THIS STORMWATER LINE EASEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_, by and between

\_\_\_\_\_, a  
\_\_\_\_\_, hereinafter referred to as  
Grantor, and  
individual/corporation/partnership  
the CITY OF ASHEVILLE, hereinafter referred to as Grantee.

W I T N E S S E T H:

WHEREAS, Grantee desires a perpetual right of way for ingress, egress, and regress to said stormwater lines for the purpose of constructing, laying, replacing, enlarging and continuing general maintenance of stormwater lines; and

WHEREAS, the Grantor shall have the continuing right to cultivate and use that property subject to the Stormwater Line Easement, provided that said use in no way interferes with the ability of said stormwater lines to conduct stormwater nor with the right of the Grantee, its successors and assigns, to construct and maintain said stormwater lines as set forth above.

NOW, THEREFORE, in consideration of the sum of One and No/100 Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, the Grantor has and by these presents does grant, bargain, sell and convey unto the Grantee, its successors and assigns a stormwater line easement, located in Buncombe County, North Carolina, and more particularly described as follows:

The easement is shown on the as-built for \_\_\_\_\_, on file with the City of Asheville in the City Engineering Department.

TO HAVE AND TO HOLD the aforesaid stormwater line easement and all privileges and appurtenances thereto belonging to the Grantee. And the Grantor covenants to the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the aforesaid stormwater line easement, that the title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated:



IN WITNESS WHEREOF, the Grantor has hereunto caused this stormwater line easement to be executed by its duly authorized representatives and the corporate seal to be affixed hereto.

Attest to:

NAME OF CORPORATION

\_\_\_\_\_  
Secretary  
(Corporate Seal)

By: \_\_\_\_\_  
President

\*\*\*\*\*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, Notary Public of the County and State aforesaid certify that \_\_\_\_\_, personally came before me this day and acknowledged that he is the \_\_\_\_\_ Secretary of \_\_\_\_\_, a \_\_\_\_\_ corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its \_\_\_\_\_ President and attested by \_\_\_\_\_self as its \_\_\_\_\_ Secretary.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor has hereunto caused this stormwater line easement to be executed by its duly authorized representative.

NAME OF PARTNERSHIP

By: \_\_\_\_\_ (SEAL)  
General Partner

\*\*\*\*\*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, Notary Public for said County and State, do hereby certify that \_\_\_\_\_, General Partner of \_\_\_\_\_ Partnership, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, the day and year first written above.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ and \_\_\_\_\_ personally came before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_